



**Central Connecticut State University**

*Start with a Dream. Finish with a Future.*

**Purchasing Department**

## **REQUEST FOR PROPOSAL NO S920030**

### **TELEVISION PROGRAMMING SERVICES FOR CENTRAL CONNECTICUT STATE UNIVERSITY**

#### **Section 1. Administrative Overview**

##### **1.1 INTRODUCTION**

This is a Request for Proposals (RFP) issued by the Central Connecticut State University (hereinafter referred to as the "University" or "CCSU") seeking proposals from vendors to furnish television programming services to the University. The University has a cable network capable of receiving either cable or satellite/master television programming services delivering direct cable or satellite multi channel video and audio services to the campus.

##### **1.2 AUTHORITY**

This RFP is issued under the provisions of the Connecticut General Statutes 4a-52a and 10a-151b.

##### **1.3 RFP ORGANIZATION**

This RFP is organized into the following sections:

Section 1, Administrative Overview -- Provides Contractors with general information on the objectives of this RFP, procurement schedule, and procurement overview.

Section 2, Scope of Work -- Provides Contractors with a general description of the University, the tasks to be performed, delineates University and Contractor's responsibilities, and defines deliverables.

Section 3, Proposal Requirements -- Describes the required format and content for the Contractor's proposal.

Section 4, Evaluation Criteria -- Describes how proposals will be evaluated by CCSU.

Appendix I	References Form
Appendix II	Instruction to Proposers
Appendix III	Proposal Certification
Appendix IV	Required Forms (Bidder Contract Compliance Monitoring Report, OPM Ethics Forms, SEEC Form, nondiscrimination certification)
Appendix V	RFP Response Check List
Appendix VI	Standard CSU Bid Terms and Conditions
Appendix VII	Standard CCSU PO/PSA Terms and Conditions (reference only)
Appendix VIII	Pricing pages

#### 1.4 SUBMISSION OF QUESTIONS

Contractors may submit questions via email to brodeur@ccsu.edu. The deadline for submission of questions is 4:30 p.m., E.S.T., on **November 23, 2010**. Any questions and their answers shall be published as an addendum. See section 1.8

#### 1.5 SITE VISITS

If a vendor would like to conduct a site visit please contact Chad Valk at 860-832-2035 to schedule an appointment. Such site visits shall be to familiarize oneself with the campus. Any questions related to this RFP are to be submitted per section 1.4

#### 1.6a SUBMISSION OF PROPOSALS

Contractors shall submit a clearly marked original plus one complete copy of their proposal electronically on CD. Proposals shall be received by the CCSU Purchasing Department no later than 3:00 p.m. E.S.T., on **November 30, 2010\***, at which time a representative of the Purchasing Department will announce publicly the names of those firms submitting proposals. Any proposal received after this date and time shall be rejected. No other public disclosure will be made until after the award of the contract.

Proposals shall be mailed or delivered to:

Thomas J. Brodeur, C.P.M.  
Purchasing Department, Marcus White Annex room 006  
Central Connecticut State University  
1615 Stanley Street  
New Britain, CT 06050-4010

The outside cover of the package containing the proposal shall be marked:  
RFP S920030, Television Programming Services, submitted by (Name of Contractor)

#### 1.6b INCLEMENT WEATHER CLAUSE

\* Note that in the event of university closing or early dismissal due to inclement weather, proposals will be due at 3:00 PM on the next business day. Call the University Snow Phone at 860-832-3333 for up to date information on cancellations or early closings.

#### 1.7 COSTS FOR PROPOSAL PREPARATION

Any costs incurred by Contractors in preparing or submitting a proposal shall be the Contractor's sole responsibility.

#### 1.8 DISQUALIFICATION OF PROPOSALS

The University reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

A Contractor shall be disqualified and the proposal automatically rejected for any one or more of the following reasons:

- The proposal shows any noncompliance with applicable law.
- The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.
- The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.
- The Contractor is debarred or suspended.

#### 1.9 ADDENDA TO THIS RFP

CCSU may need to issue one or more addenda related to this RFP. Such addenda shall be added to the original RFP document and posted at <http://www.ccsu.edu/page.cfm?p=778>. and in the CCSU section at [http://www.das.state.ct.us/Purchase/Portal/Portal\\_Home.asp](http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp) **It shall be the responsibility of prospective contractors and other interested parties to familiarize themselves with the web sites and visit them regularly during the RFP process for updated information or addenda related to this RFP.**

#### 1.10 RIGHT TO WITHHOLD AWARDED OF CONTRACT

Contractors are advised that CCSU reserves the right not to make award of this contract.

#### 1.11 FINAL CONTRACT

The University shall not be responsible for work done, even in good faith, prior to the University's execution of a final contract with the Contractor.

#### 1.12 INSPECTION OF PROPOSALS and CONFIDENTIAL INFORMATION

Proposals may be available for public inspection upon notice of award and shall be available for public inspection after the contract is signed by all parties. Information marked as "confidential" in any proposal shall be honored as such, to the extent allowable under the Freedom of Information Act.

The University treats Proposals as confidential until after the award is issued. At that time they become subject to disclosure under the Freedom of Information Act. If a respondent wishes to supply any information, which it believes is exempt from disclosure under the Act that respondent should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the Proposal. However, any such information is provided entirely at the respondent's own risk and the University assumes no liability for any loss or damage which may result from the University's disclosure at any time of any information provided by the respondent in connection with its proposal.

#### 1.13 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

#### 1.14 TERM OF CONTRACT

The term of the agreement shall be for five (5) years from date of signed contract. CCSU reserves the right to renew this contract with the consent of the Contractor for an additional two years or parts thereof.

#### 1.15 CURRENT CONTRACT and NEW CONTRACT

The contract for current services at CCSU is with Comcast and is scheduled to expire December 31, 2010. The new replacement contract is anticipated to start January 1, 2011.

Once CCSU has decided on an awarded company, CCSU and awarded company will both work in good faith to provide "rollover" services so that television services are delivered uninterrupted. This may require the company to work under a letter of intent while a final contract is being drawn up and approved by both parties.

#### 1.16 FEES

All fee and cost structures quoted herein for television programming services shall remain firm fixed for the entire contract term with an amendment to the contract permitted for escalation and de-escalation change for FCC programming changes only.

#### 1.17 RFP TERMS AND CONDITIONS

All proposals submitted under this RFP shall remain in effect for a period of one hundred twenty (120) days following the closing date to allow time for evaluation, approval and award.

The terms and conditions should be reviewed carefully to ensure full responsiveness to the RFP. The anticipated award will be, in form and substance, consistent with applicable University policy and regulations and State of Connecticut statutes and regulations regarding the creation and execution of such Agreement. The failure of any respondent to receive or examine any contract, document, form, addenda or to visit the sites and acquaint itself with conditions there-existing, will not relieve it of any obligation with respect to its proposal or any executed contract. The submission of a proposal shall be conclusive evidence and understanding of the University's intent to incorporate such terms and conditions into the resulting agreement.

#### 1.18 ADVERTISING

In submitting a proposal, the Bidder agrees, unless specifically authorized in writing by an authorized representative of CCSU on a case by case basis, that it shall have no right to use, and shall not use, the name of Central Connecticut State University, its officials or employees, or the Seal of the University, a) in any advertising, publicity, promotion; nor b) to express or imply any endorsement of agency's services; nor c) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University.

#### 1.19 IMMUNITY FROM LIABILITY

Every person who is a party to this agreement is hereby notified and agrees that the University is immune from liability and suit for or from Bidder's activities involving third parties and arising from any contract resulting from this Request for Proposal.

#### 1.20 PREVAILING LAW

The terms and provisions of this Request for Proposal, and any ensuing contract, shall be governed by and construed in accordance with the laws of the State of Connecticut.

1.21 This section intentionally left blank.

#### 1.22 FORMATION OF AGREEMENT:

1.22a The response to this RFP will be considered an offer to contract. At its option, the University may take either one of the following actions in order to form an agreement between the University and the selected respondent:

Accept a proposal as written by issuing a written "Notice of Award" to the selected respondent which refers to this RFP and accepts the proposal as submitted; or

Enter into negotiations with one or more respondents in an effort to reach a mutually satisfactory agreement that will be executed by both parties and will be based on this RFP, the proposal submitted by the selected respondent and the negotiations concerning these.

1.22b Because the University may use the alternative described in above, each respondent should include in his or her written proposal all requirements, terms or conditions it may have, and should not assume an opportunity will exist to add such matters after the proposal has been submitted.

1.22c The University reserves the right to award a contract not based solely on the firm with the most advantageous price, but based on an offer which, in the sole opinion of the University best fulfills or exceeds the requirements of this RFP and is deemed to be in the best interest of the University.

1.22d Any Purchase Orders (PO) or Personal Services Agreements (PSA) issued as a result of this RFP will contain by reference all the specifications, terms and conditions in this RFP. The University's standard PO / PSA terms and conditions has been included for your review (See Appendix VII).

1.22e The University expressly reserves the right to negotiate prior to an award, any contract which may result from this RFP.

#### 1.23 ORDERING PROCEDURE

Requests for products or services will be issued by a valid PO or PSA number which must be obtained prior to performance by the contractor. All invoices, acknowledgements and any other correspondence must reflect the appropriate PO or PSA number.

#### 1.24 SUSTAINABILITY and GREEN CAMPUS INITIATIVE

In the interest of supporting CCSU's initiative to reduce waste and extraneous use of natural resources, CCSU is requesting the following –

- All proposals should be submitted on two-sided recycled paper where possible.
- Proposers should refrain from using excessive and unnecessary packaging when shipping or mailing their responses.
- Proposers should refrain from using superfluous binders where possible, especially for the copies being requested.
- Proposers should consider presenting peripheral information (i.e. company and product brochures) on CD or DVD where possible or practical.

## **Section 2. Scope of Work**

### **2.1 BACKGROUND**

CCSU was founded in 1849 as the New Britain Normal School and is Connecticut's oldest publicly supported institution of higher education. CCSU is a fully accredited four year university. CCSU enrolls nearly 7,000 full-time and more than 6,000 part-time students. Approximately 2,100 undergraduate students live in nine campus residence halls while the balance of the student population are commuters. There are approximately 850 full and part-time faculty and 524 other full-time personnel in clerical, maintenance, administrative and other support positions including student workers. The CCSU campus consists of 39 buildings on 165 acres. CCSU is located in a neighborhood on the northern edge of New Britain, 15 minutes from the state capital of Hartford and about two hours from New York City and Boston.

For more information on CCSU, please visit <http://www.ccsu.edu/>

### **2.2 OBJECTIVES**

CCSU is seeking a qualified firm to provide television programming services for the University and help the University achieve its goals as outlined in this RFP. It is the University's intent to award a turnkey contract to a single Selected Firm. It is the purpose of this RFP to obtain complete data from each bidder to enable the University to determine which bidder is best solution for CCSU and would be most able to serve the criteria that are to be considered in the award of this contract.

### **2.3 CURRENT PROFILE**

CCSU cable TV network provides instructional, information and entertainment programming to student housing facilities and academic facilities on campus. The network consists of single head-end feeding the HFC. The network serves approximately 1300 residential and 600 educational drops.

The underground trunk lines share the same conduit and/or tunnels as the campus data network and the telephone distribution network.

### **2.4 TECHNICAL SPECIFICATIONS**

Vendor will create (1) one head-end for the system which will be located in a designated building to be approved by the University. All programming services are to be received at this head-end location by the selected vendor and distributed campus-wide to all designated locations. The format and signal specifications for the video feed are detailed in Section 2.5 Technical Requirements. The vendor will provide the service and maintenance of the system's head end including any needed signal amplification equipment; installation of digital satellite antenna(s) and/or interface systems needed for the reception of the video signals to be distributed.

The University will not be responsible for blocking or filtering channels at the head-ends. Only equipment necessary for the reception or re-processing of the University's selected channels will be permitted in the head-ends. The University requires the ability to add, delete or change programming channels with thirty (30) days notice to the selected firm. The system must be "plug and play" at the outlet for all analog delivered services. No set-top converter boxes will be accepted for cable ready televisions to receive mandatory services. If a student requires a set-top converter due to a non-cable ready TV, the University student will purchase them from the selected firm as needed at a negotiated price.

The University requires the ability to subscribe to additional programming and services, including but not limited to, premium channels and HD channels without the use of set top converter boxes, stereo music channels, etc.

The university requires at least five channels dedicated to university programming. Vendor must integrate channels into lineup on channels designated by the University using necessary means (filters, modulators,

digital racks, etc) for the system design and balance and maintain channel video and audio levels to match cable system channels.

The University requires that the local PEG access provider (Nutmeg TV) be included on the University cable system.

### **Bulk Programming Services**

Vendor must supply all of the bulk programming services listed in Table 1, Mandatory Programming Services. The University will provide these mandatory services to all residential, academic and administrative outlets as a bulk service delivered from the head-end. It is the vendor's responsibility to ensure appropriate signal to each of the required locations.

**Table 1 Mandatory Programming Services**

A&E	Discovery	Sy-Fy Channel	ABC (WTNH)
ABC Family	E! Entertainment	Spike TV	NBC (WVIT)
American Movie Classics	Fox News	TBS	CBS (WFSB)
Animal Planet	FX	TNT	FOX (WTIC)
BET	NESN	TV Land	WB (WCCT)
Cartoon Network	Headline News	USA	UPN (WCTX)
CNBC	History Channel	VH-1	PBS (WEDH)
CNN	Learning Channel	Weather Channel	Univision (WUVN)
Comedy Central	Lifetime Network	ESPN	ESPN2
Cartoon Network	MSNBC	EWTN	Food Network
C-Span	MTV	Golf Channel	CT-N
C-Span-2	Disney Channel	Nickelodeon	Nutmeg TV (PEG)
5 University Channels	HGTV	Travel Channel	PAX (WHPX)
Telemundo (WRDM)	Versus	SNY	YES

**CT local network affiliates must be used.**

**Table 1a Mandatory High Definition Programming Services**

Vendor must agree to pass through the current and future unencrypted high definition signals for all local Connecticut stations including those listed in Table 1a.

WVIT HD	WVIT Weather Plus	WVIT Universal	WFSB HD
WFSB News Now	WTNH HD	WCCT HD	WCCT THIS
WEDH HD	WEDH CR	WTIC HD	

**The university reserves the right to adjust the channel line-up with 30 days notice to vendor. Vendor will supply the university with a minimum of five reserved channels.**

**Table 2, Optional Programming Services:** list optional channels that the University may or may not choose to purchase. The University may choose to purchase none, some, or all of the channels listed in Table 2. The University's evaluation of information from firms for channels listed in Table 2 will be completely independent from the evaluation of the information from firms for the mandatory channels listed in Table 1. For optional programming services:

1. The University will decide which, if any, of the Optional Programming Services listed in Table 2 it wishes to purchase.
2. The University reserves the right to obtain programming from multiple firms.
3. The University will have the flexibility to group and structure the channel lineup allocation as needed.

**Table 2 Optional Programming Services**

Turner Classic Movies	Country Music Television	Fuse	CBS College Sports
National Geographic	Fine Living	Current TV	ESPN U
Big Ten Network	Tru TV	G4	HBO
HBO Plus	HBO Signature	Discovery Health Network	MTV 2
Showtime	Showtime 2	Fox Movies Channel	ESPN News
Sundance Channel	NBA TV	Speed Channel	ESPN Classic
NHL Network	BBC America	Bloomberg	MTV Hits
WGN	Fox Soccer	Starz/Encore	History Channel Intl
Bravo	Independent Film Channel	Fuel	MLB Network
Nick Jr.	PBS Kids	Nick Toons	Teen Nick
Hallmark Channel	Lifetime Movie Network	Link TV	Oxygen
NFL Network	VH 1 Classics	Soapnet	Science Channel
WE	Green	Word Network	Daystar
Ovation	Fox Reality	Halogen TV	TBN
Centric	TV One	Sundance Channel	Logo
VH-1 Soul	Disney XD	The HUB	RLTV
Cooking Channel	DIY	Fox Business	Style
Style.	Planet Green	Military Channel	NHL Network

### **On-Line Channel Guide**

Vendor must provide access to the University's channel listing on the two most widely used channel listing services, [www.tvguide.com](http://www.tvguide.com) and [www.zap2it.com](http://www.zap2it.com), featuring three-hour increments of scheduling information on the services broadcast over the system. The students must be able to view programming information for a particular time or channel by visiting the customized channel listing on the websites. The listing must be updated daily and include updates on University produced channels.

### **2.5 Technical Requirements**

The video feed must meet or exceed the FCC Standard in all areas. The University may choose to translate frequencies as needed by customizing the channel allocation on the lineup.

The system and services must offer a method of digital video recording (DVR) by way of TIVO compatibility.



The system must be compliant with the June 2009 FCC digital mandate.

CCSU realizes there will be vast technological changes during the agreement. The vendor should propose ways to enhance and recommend appropriate, cost-effective service improvements. In response to this requirement, vendors should state and describe how they propose to make these changes and what steps will be taken to keep up with technological advancements.

## **2.6 Optional Subscription Premium Services**

Vendor must provide the option for Home Box Office and Showtime in a manner as to allow the channel to be in a scrambled format. The unscrambling of these channels will be of other means than set top converter boxes. The vendor will describe how the unscrambling will occur. The vendor will agree to sell these services directly to students on a per semester basis.

## **2.7 Infrastructure**

The vendor will coordinate and design the infrastructure for service delivery as required. The Infrastructure will become and remain the property of the University.

Buildings to be served

The following buildings and associated number of active outlets and units will receive video service as part of this RFP:

Residential Buildings:

James Hall	May Hall
Beecher Hall	Gallaudet Hall
Barrows Hall	Sheridan Hall
Carroll Hall	Vance Hall
North Hall	New Residence Hall (anticipated occupancy winter 2013)

Academic/Administrative Buildings:

Willard Hall	Vance Academic Center
Diloreto Hall	Student Center
Davidson Hall	Police Station/Public Safety/Trailers
Barnard Hall	Burritt Library
Copernicus Hall	Kaiser Hall
Sanford Hall	East Hall
Marcus White Hall	Energy Center
Marcus White Annex	Arute Field (press box)
Memorial Hall	Pavilion (at baseball/softball field)
Welte Hall	New Dining Facility (anticipated occupancy winter 2014)
Maloney Hall	New Academic Building (anticipated occupancy summer 2013)
Powerhouse/EOC Facility	New Public Safety Facility (anticipated occupancy TBA)
	New Engineering building (anticipated occupancy summer 2011)

## **Maintenance**

The provider is expected to provide uninterrupted, quality programming for the duration of the contract. In addition to a vendor provided online Customer Service Portal and toll free Customer Service Center, Vendor will provide a designated SCTE and SBCA certified maintenance technician(s), who will be familiar with the broadcast programming system, its components, and the key people on campus. Vendor will be available to meet any emergency needs within four (4) hours of notification and will respond for routine trouble and repairs within 24 hours. CCSU expects a 24/7 help desk solution. Provider must provide escalation procedures in the event of an outage.

Maintenance service to include semi-annual preventative maintenance visits to sweep & balance the head-end(s), and distribution systems to the closet, as well as, emergency maintenance on the head-end(s) and distribution systems to the closet. Utilizing a static IP address at the head-end(s) provided by the university, Vendor will provide a monitoring device (slingshot) in the head-end(s), which will allow for remote channel and equipment monitoring and examination from Vendors headquarters. In the event an alternative monitoring solution is available, Vendor will describe their preferred solution in the proposal. Details must be provided by vendor regarding access via the internet, communication ports, headquarter IP address limitations, software or web based. Vendor will provide a full warranty on all provided equipment for the entire term of the agreement. Vendor will provide parts and labor in order to maintain the entire system without additional cost to the University. Additional parts include, but are not limited to, taps, distribution, splitters, equipment, line extenders and amplifiers. Vendor must provide pricing to repair university owned equipment on a time and materials basis.

## **Installation of Additional Drops:**

Vendor shall specify and provide a solution, in house or contracted to provide the University with a resource for the installation of new drops. As needed, the University will contact the Vendor or designated contractor for installation work. Drop costs will be negotiated on a case by case basis with the Vendor or contractor. The University is not required to utilize the specified solution and is able to utilize outside contracting services for this same purpose.

## **Account Management:**

Vendor will provide a single, designated Customer Account Manager to handle all service inquiries.

Vendor shall maintain all technical documentation describing the operation and delivery of TV programming on campus including schematic drawings and performance test results. Vendor is responsible for reviewing and updating all documentation and maintaining the documents in electronic form, providing access and transmittal to the university.

After completion of all work, the workmanship will be reviewed and approved by a University representative. All work rejected as unsatisfactory shall be corrected prior to the final inspection and acceptance and no payment will be made prior to this approval.

### **Section 3. Proposal Requirements**

#### **3.1 RESPONSE REQUIREMENTS, GENERAL**

Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any information required to accompany the proposals may cause a rejection of the proposal as non-compliant. The University reserves the right to request additional information and/or presentations, if clarification is needed.

Proposals that do not substantially conform to the contents of the bid request, consequently altering the basis for proposal comparison, may be disregarded and considered as unresponsive.

**The following information is to be provided in the Bidder's response.**

- a) The name and location of your company.
- b) Location of the office that would be servicing CCSU.
- c) Number of years your company has been in business.
- d) Completed Proposal Certification (Appendix III)
- e) Completed CHRO Paperwork (Appendix IV), OPM Ethics Forms, and Nondiscrimination Certification
- f) Provide information related to general qualifications and experience as they relate to the following -
  - 1. A demonstrated compliance with State of Connecticut contracting statutes and regulations. If a proposer has no experience in the State of Connecticut, they may provide the same information from experience in other states.
  - 2. History of contracts entered into with the State of Connecticut over the five (5) year period immediately prior to the published date of the RFP, including contracts awarded, contracts terminated, and contracts determined to be null and void.
  - 3. History of violations of State of Connecticut statutes and regulations relating to Ethics during the five (5) year period immediately prior to the published date of the RFP.

#### **3.2 RESPONSE REQUIREMENTS, SPECIFIC**

- a) Include a complete statement of work detailing anticipated approach to installing all necessary hardware and cabling and performing all programming, including realistic timeline. Specifically address your plans to affect a seamless transition from the existing service to any new or expanded service based on the expiration of the current contract, including potential service down time, effects on customer service/signal delivery, etc.
- b) Provide your estimation as to how you would provide a seamless transition from the existing services to new or updated services based on the expiration of the contract timetable
- c) Provide in detail any space or hardware requirements that your system would require CCSU to be responsible for providing. Include server space, satellite dishes, etc.
- d) CCSU would be interested in offering its students options to directly contract with the service provider for premium services (pay per view, etc). Respond as to whether this option is available and explain in detail

what may be offered and how the program would work for the students and any effect it would have on CCSU.

- e) CCSU has a number of international students living in campus residence halls. CCSU would be interested in offering some level of international programming to these students. Respond as to whether this option is available and explain in detail what may be offered and how the program would work for the students and any effect it would have on CCSU.
- f) CCSU is interested in exploring the possibility of an external channel placement. Respond as to whether this option is available and explain in detail how the program would work.
- g) Provide names, titles, and phone numbers for all key personnel, including primary account representative and technical support.
- h) Complete Appendix I with contact information for five references of clients for which your company provided television programming services similar to those described herein.

## **Section 4. Bid Evaluation Criteria**

**Evaluation** – The award based on this RFP will be based upon a comprehensive review and analysis of all proposals by the RFP committee. Award will be based on a points-earned matrix derived from a technical and financial evaluation. Award shall be made to the most responsive bidder offering the best value as determined by the University. All bidders submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

The University will include in its evaluation: proposals, presentations (if requested), references and interviews (if conducted). In addition, the award will be predicated upon the successful negotiation of the specific terms and conditions to be included in the resulting agreement.

All proposals will be evaluated by a committee, which will use the specific evaluation criteria listed below. Proposals will be evaluated as to the bidder's response to the following criteria:

### **Criteria**

- Demonstrated ability of the proposed system to meet CCSU standards and requirements as outlined in this RFP.
- Demonstrated understanding of the services requested
- Quality and clarity of proposal
- Space or hardware requirements of your proposed system
- Warranties and service plans
- Ability to offer direct contracts for students for premium services
- Ability to offer international programming
- Ability to offer external channel placement
- Support team, including account manager and technical support
- References including those of similar installations
- Competitiveness of Fee Structure
- Qualifications and Experience (State of CT Contracting and Ethics)

**Supplemental Information:** As part of the weighted average review, the University may request the Bidder to supply, in writing, clarifications, additional documentation or information needed to fairly evaluate each proposal.

**Presentations:** The University reserves the right to request formal presentations from any or all respondents. Presentations shall include a brief overview of your written proposal, a more in-depth discussion and demonstration of services to be provided, and questions and answers. It is anticipated that each presentation will not exceed one (1) hour. No proposer will be entitled to be present during, or otherwise receive any information regarding, any other presentation of any other proposer.

**Review of References:** Each proposer is required to provide a list of references as requested above with which it is currently or has recently provided similar services. Please include name, title, telephone number and e-mail address of a contact person at each institution. The University reserves the right, but is not obligated to, contact and review the program of any institution by any proposer as a reference.

**The University will include in its evaluation:** proposals, references and interviews (if conducted). In addition, the award will be predicated upon the successful negotiation of the specific terms and conditions to be included in the Agreement. The University will be the sole judge of the suitability of the proposed Agreement.

**Proposal Qualification Data:** If necessary to evaluate proposer qualification, proponent may be requested to furnish information on the following items:

- Financial resources.
- Personnel resources.

- Executives and key person resumes.
- Ability to meet schedules.
- Ability to meet specifications

**Requests for Clarification by the University:** The University may request that any proponent clarify or supplement any information contained in any Proposal. Proposers are required to provide a written response within ten (10) business days of receipt of any request for clarification by the University.

## Appendix I. REFERENCES

Proposals should include five institutions where your organization has provided Television programming services similar to those described herein. Please include name, title, telephone number and e-mail address of a contact person at each institution. **References may be checked electronically; the requirement for e-mail addresses is a mandatory requirement.**

References:	Institution	Contact Name	Telephone No.
Reference #1	_____	_____	_____
E-mail:	_____		
Reference #2	_____	_____	_____
E-mail:	_____		
Reference #3	_____	_____	_____
E-mail:	_____		
Reference #4	_____	_____	_____
E-mail:	_____		
Reference #5	_____	_____	_____
E-mail:	_____		

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## **Appendix II. INSTRUCTIONS TO PROPOSERS**

- A. Proposals must be addressed and delivered to the Purchasing Department, Central Connecticut State University, Marcus White Annex room 006, 1615 Stanley Street, New Britain, CT 06050, on or before the time and date set for closing. Proposals should be in a sealed envelope marked:

Name of Proposer:  
Title of Proposal: Television programming services  
RFP Number: S920030  
Proposal Due Date: 3:00 P.M., **November 30, 2010\***  
(\* See Section 1.6b Inclement Weather Clause)

No telephone, telegraphic or facsimile proposals will be considered.

- B. Proposals should include one (1) original (signed in ink) and one complete copy electronically on CD
- C. Proposers may withdraw their proposals at any time prior to the time and date set for opening.
- D. No department, school, or office at the University has the authority to solicit or receive official proposals other than the Purchasing Department. All solicitation is performed under the direct supervision of the Purchasing Department and in complete accordance with University policies and procedures.
- E. The University reserves the right to conduct discussions with proposers. During this discussion period, the University will not disclose any information derived from the proposals or from discussions with other proposers. Once an award is made, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.
- F. Submission of a proposal against this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. Award shall be made to the responsible proposer who is determined to be the most advantageous to the University. Price, although an important consideration, will not be the sole determining factor.
- G. Proposals must be provided on the Proposal Certification page. Proposals on any other form will be considered informal and will be rejected. Conditional proposals will not be considered. All proposals must be signed by an individual authorized to extend a formal proposal. Proposals that are not signed may be rejected.
- H. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of 60 days after the opening date and the right to accept a proposal not withdrawn before the scheduled opening date.
- I. All proposals in response to this RFP are to be the sole property of the State and subject to the provisions of section 1-19 of the Connecticut General Statutes. (re: Freedom of Information)
- J. Any alleged oral agreement or arrangement made by a Bidder with any agency or employee will be superseded by the written agreement.
- K. CCSU reserves the right to correct inaccurate awards resulting from clerical errors.

- L. No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the agency may be required at the bidder's expense.
- M. Direct all inquiries relative to the conditions and specifications listed herein and any and all other communication related to this RFP to:

Thomas J. Brodeur, C.P.M.  
Director of Purchasing  
Marcus White Annex room 006  
New Britain CT 06050  
Phone: (860) 832-2531  
Fax: (860) 832-2523  
Email: [brodeur@ccsu.edu](mailto:brodeur@ccsu.edu)

### **Appendix III. PROPOSAL CERTIFICATION**

PROPOSERS – SIGN AND SUBMIT THIS CERTIFICATION WITH PROPOSAL.

Request for Proposal number S920030, Television programming services

I certify that:

- this proposal is a legal and binding offer and I have the authority to bind the proposer indicated below to the specific terms, conditions and technical specifications required in this RFP and offered in the proposer's proposal. I understand that by submitting this proposal, the proposer indicated below agrees to provide the services described in the proposal.
- the contents of the proposal are true and accurate and that the proposer has not made any knowingly false statements in the proposal.
- the proposal has been developed independently, without consultation or communication with any employee or consultant of CCSU who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee, or with any other proposer or parties for the purpose of restricting competition.
- this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid; that the proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and that the proposer has not sought by collusion to obtain any advantage over any other proposer or over the University.

\_\_\_\_\_  
(name of person or firm)

\_\_\_\_\_  
(phone no.)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(fax no.)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(federal I. D. no. or SSN)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(title)

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**Appendix IV. REQUIRED FORMS**  
**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**  
**CONTRACT COMPLIANCE REGULATIONS**  
**NOTIFICATION TO BIDDERS (rev 09/17/07)**

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

**INSTRUCTIONS AND OTHER INFORMATION**

The following two (2) sided **BIDDER CONTRACT COMPLIANCE MONITORING REPORT** must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidders good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

- 2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

**MANAGEMENT:** Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

**BUSINESS AND FINANCIAL OPERATIONS:** These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

**MARKETING AND SALES:** Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers, and sales representatives including wholesale.

**LEGAL OCCUPATIONS:** In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegal, legal assistants.

**COMPUTER SPECIALISTS:** Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

**ARCHITECTURE AND ENGINEERING:** Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

**OFFICE AND ADMINISTRATIVE SUPPORT:** All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

**BUILDING AND GROUNDS CLEANING AND MAINTENANCE:** This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

**CONSTRUCTION AND EXTRACTION:** This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

**INSTALLATION, MAINTENANCE AND REPAIR:** Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

**MATERIAL MOVING WORKERS:** The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

**PRODUCTION WORKERS:** The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic, and production workers.

### 3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East. Black (not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.

Hispanic-All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race.

Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

# **BIDDER CONTRACT COMPLIANCE MONITORING REPORT (Page 3)** **PART I - Bidder Information**

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1)  -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black__ Hispanic__ Asian American__ American Indian/Alaskan Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__ Female__
Bidder Parent Company (If any)	-Bidder is certified as above by State of CT Yes__ No__
Other Locations in Ct. (If any)	- DAS Certification Number _____

## PART II - Bidder Nondiscrimination Policies and Procedures

Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__	9. Does your company have a mandatory retirement age for all employees? Yes__ No__
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__ NA__
6. Does your company have a collective bargaining agreement with workers? Yes__ No__  6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__	12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain.
6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__	13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__ If yes, give name and phone number.

## Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes\_\_ No\_\_
- 1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)
- 1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes\_\_ No\_\_

PLEASE COMPLETE REVERSE SIDE

PART IV - Bidder Employment Information

Date:

(Page 4)

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

\* NOTE: Job categories can be changed or added to (ex. Sales can be added or replace a category not used in your company)

#### PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification  (X)		3. Describe below any other practices or actions that you take which show that you hire, train, show that you hire, train and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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**STATE OF CONNECTICUT**  
**NONDISCRIMINATION CERTIFICATION – Affidavit**  
**By Entity**  
**For Contracts Valued at \$50,000 or More**

*Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

---

**INSTRUCTIONS:**

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

**AFFIDAVIT:**

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am \_\_\_\_\_ of \_\_\_\_\_, an entity  
Signatory's Title Name of Entity  
duly formed and existing under the laws of \_\_\_\_\_.  
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of  
\_\_\_\_\_ and that \_\_\_\_\_  
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Printed Name

**Sworn and subscribed to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

\_\_\_\_\_  
**Commissioner of the Superior Court/  
Notary Public**

\_\_\_\_\_  
**Commission Expiration Date**

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## STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

*Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1*

### INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

**CHECK ONE:**    ☐ Initial Certification                      ☐ Annual Update (Multi-year contracts only.)

### GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is an Annual Update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "**Gift**" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
- 7) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other principals, key personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

### CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:



## STATE OF CONNECTICUT

### GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

#### Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

#### Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

\_\_\_\_\_  
Printed Contractor Name

\_\_\_\_\_  
Signature of Authorized Official

Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Commissioner of the Superior Court (or Notary Public)

#### For State Agency Use Only

\_\_\_\_\_  
Awarding State Agency

\_\_\_\_\_  
Planning Start Date

\_\_\_\_\_  
Contract Number or Description



## STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

*Affidavit to accompany a State contract for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)*

### INSTRUCTIONS:

**If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

**AFFIDAVIT:** [ Number of Affidavits Sworn and Subscribed On This Day: \_\_\_\_\_ ]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

Consultant's Name and Title		Name of Firm (if applicable)
Start Date	End Date	Cost
Description of Services Provided: _____		
_____		
_____		

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: \_\_\_\_\_  
Name of Former State Agency Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Name of Bidder or Vendor	<b>Signature of Chief Official or Individual</b>	<b>Date</b>
	Printed Name (of above)	Awarding State Agency

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Commissioner of the Superior Court  
or Notary Public

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**STATE OF CONNECTICUT  
STATE ELECTIONS ENFORCEMENT COMMISSION  
20 Trinity Street Hartford, Connecticut 06106 – 1628**

**SEEC FORM 11**

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE  
CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

**Campaign Contribution and Solicitation Ban**

*No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;*

*In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.*

**Duty to Inform**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

**Penalties for Violations**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

**Contract Consequences**

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.



### **Appendix V. RFP RESPONSE CHECK LIST**

A COMPLETE BID RESPONSE WILL INCLUDE THE SUBMISSION OF ALL THE ATTACHMENTS LISTED BELOW. PARTIAL ANSWERS AND/OR MISSING ATTACHMENTS MAY DEEM YOUR RESPONSE AS NON-COMPLIANT. NON-COMPLIANT BIDS ARE DISQUALIFIED FROM CONSIDERATION.

- [       ]      Signed Proposal Certification (Appendix III)
  - [       ]      Separate pricing sheets
  - [       ]      All Response Requirements itemized in section 3.1 and 3.2
  - [       ]      References (Appendix I)
  - [       ]      CHRO Paperwork (Appendix IV), OPM Ethics Forms, and  
Nondiscrimination Certification
-

# Connecticut State University System



**Central Connecticut State University  
Eastern Connecticut State University  
Southern Connecticut State University  
Western Connecticut State University  
System Office**

## STANDARD TERMS AND CONDITIONS

### I. DEFINITIONS

The following words, when used herein, shall have the following meanings:

1. "Contract" shall mean any agreement negotiated by and between CSU and the contractor selected by CSU as the result of a request for proposal, request for quotation, or request for bid, including, but not limited to, a personal service agreement or purchase order.
2. "CSU" shall refer to the Connecticut State University System, which is comprised of Central Connecticut State University, Eastern Connecticut State University, Southern Connecticut State University, Western Connecticut State University and the System Office, collectively and individually, as the context requires.
3. "Person" shall mean an individual, partnership, corporation or other business entity, as the context requires.
4. "Proposal" shall mean a response to a request for proposal, request for bid, or request for quotation.
5. "Proposer" shall mean a contractor that submits a response to a request for proposal, request for bid, or request for quotation.
6. "RFP" shall mean a request or invitation for proposal, bid, or quotation, as applicable.

### II. TERMS AND CONDITIONS RELATED TO REQUESTS FOR PROPOSALS

#### A. General Conditions

1. CSU reserves the right to amend or cancel an RFP prior to the date and time for the opening of proposals. CSU, in its sole discretion, reserves the right to accept or reject any and all proposals, in whole or in part, and to waive any technicality in any proposal submitted, and to accept any part of a proposal deemed to be in the best interest of CSU.
2. Proposals received from proposers debarred by the State of Connecticut will not be considered for award.
3. CSU does not commit to specific volumes of activity, nor does it guarantee the accuracy of statistical information provided in the RFP. Such information is supplied to proposers for reference only.
4. All responses to the RFP shall be and remain the sole property of CSU.
5. Each proposer shall bear all costs associated with proposer's response to an RFP, including, but not limited to, the costs of any presentation and/or demonstration required by CSU. In addition, answers or clarifications sought by CSU arising out of or in connection with the proposal shall be furnished by the proposer at the proposer's expense.
6. CSU reserves the right to negotiate, as it may deem necessary, with any or all of the proposers that submit proposals.
7. Any alleged oral agreement or arrangement made by any proposer with CSU or any employee thereof shall not be binding.

#### B. Submission of Proposals

1. Proposals must be submitted on forms supplied by CSU. Telephone, facsimile, or email proposals will not be accepted in response to an RFP.
2. The time and date proposals are to be received and opened are stated in each RFP issued by CSU. Proposals received in the applicable CSU purchasing department after the date and time specified in the RFP will be returned to the proposer unopened.

Proposal amendments received by CSU after the time specified for opening of proposals shall not be considered.

3. All proposals must be addressed to the location designated in the RFP. Proposal envelopes must clearly state the proposal number as well as the date and time of the opening of the proposals, as stated in the RFP. The name and address of the proposer must appear in the upper left hand corner of the envelope.
4. Proposals must be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil will be rejected.
5. Proposers must answer all the questions set forth in the RFP using the outline and numbering scheme set forth therein. Proposers must furnish all information requested in the RFP and supply all materials required for consideration. Failure of the proposer to answer all questions and supply all information and materials requested may be grounds for rejection of the proposal.
6. All proposals must be signed by a person duly authorized to sign proposals on behalf of the proposer. All signatures on the proposal must be original. Proposals bearing stamp signatures will be rejected. Unsigned proposals will be rejected.
7. Alterations or corrections to the proposal must be initialed by the person signing the proposal or his or her authorized designee. All initials on alterations or corrections to the proposal must be original. In the event that an authorized designee initials an alteration or correction, the proposer must submit a written authorization from the proposal's signatory to the authorized designee, authorizing the designee to make the alteration or correction. Failure to submit such an authorization shall result in rejection of proposal as to those items altered or corrected and not initialed.
8. Conditional proposals are subject to rejection in whole or in part, in the sole discretion of CSU. A conditional proposal is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the RFP.
9. Alternate proposals will not be considered by CSU, unless otherwise noted on the RFP or on the proposal form. An alternate proposal is defined as one that is submitted in addition to the proposer's primary response to the RFP.
10. CSU does not sponsor any one manufacturer's products, but lists equipment by name and model number to designate the quality and performance level desired. Proposers may propose substitutes similar in nature to the equipment specified. The substitute must, in the sole determination of CSU, be equal in quality, durability, appearance, strength and design to the equipment or product specified in the RFP, or offer a clear advantage to CSU because of improved or superior performance. All proposals including equipment or product substitutes must be accompanied with current descriptive literature on, and data substantiating, the equal or superior nature of the substitute. All final decisions concerning substitutes will be made by CSU prior to any award. The word substitute shall not be construed to permit substantial departure from the detailed requirements of the specifications.
11. Each proposer's prices must be firm for a period up to 120 days from date of the opening of proposals. Prices must be extended in decimal, not fraction, must be net, and must include transportation and delivery charges, fully prepaid by the contractor, to the destination specified in the proposal, and subject only to cash discount.

12. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Accordingly, such taxes must not be included in proposal prices.
13. If there is a discrepancy between a unit price and an extended price, the unit price will govern.
14. By submitting a proposal, the proposer asserts that the offer and information contained therein is in all respects fair and without collusion or fraud and was not made in connection with any competing proposer's submission of a separate response to the RFP. By submitting a proposal, the proposer further asserts that it neither participated in the formation of CSU's solicitation development process nor had any knowledge of the specific contents of the RFP prior to its issuance, and that no employee of CSU participated directly or indirectly in the preparation of the proposer's proposal.
15. It is the proposer's responsibility to check the website of the State of Connecticut Department of Administrative Services ([www.das.state.ct.us/Purchase/Portal/Portal\\_Home.asp](http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp)) for changes prior to the proposal opening. It is the responsibility of the proposer to obtain all information related to proposal submission including, without limitation, any and all addenda or supplements required.
16. Any person contemplating submitting a proposal who is in doubt as to the true meaning of, or is in need of clarification of, any part of the RFP or the specifications set forth therein, must submit a written request for clarification to CSU. The proposer may rely only upon a response to a request for clarification set forth in writing by CSU.
17. Proposals for the provision of services must include the cost of obtaining all permits, licenses, and notices required by the city or town in which the services is to be provided, and the State and Federal governments..
18. Each proposer must complete and submit with its proposal the following non-discrimination and affirmative action forms: the Notification to Proposers, Contract Compliance, and EEO-1. It shall not be sufficient to declare or state that such forms are on file with the State of Connecticut. Failure to include the required forms shall result in rejection of the proposal.

#### **C. Samples**

1. Samples, when required by the RFP, must be submitted strictly in accordance with the requirements of the RFP.
2. Any and all required samples shall be furnished by the proposer at no cost to CSU. All samples, unless otherwise indicated, will become the property of CSU and will not be returned to the proposer unless the proposer states in the proposal that the sample's return is requested. A sample will be returned on the request of the proposer if the sample has not been rendered useless or beyond its useful life. The proposer must pay the costs associated with the return of any sample. Samples may be held by CSU for comparison with actual product deliveries.
3. The making of chemical and physical tests of samples submitted with proposals shall be made in the manner prescribed by CSU.

#### **D. Bonding Requirements / Guaranty or Surety**

Not applicable to this RFP.

### **III. CONTRACT AWARD**

1. All proposals properly submitted will be opened and read publicly. Upon award, the proposals are subject to public inspection. CSU will not prepare abstracts of proposals received for distribution, nor will information concerning the proposals received be conveyed by telephone.
2. Award will be made to the lowest responsible qualified proposer who complies with the proposal requirements. Price alone need not be the sole determining factor for an award. Other criteria, listed in the RFP, may be considered by CSU in the award determination.

3. CSU reserves the right to grant an award and/or awards by item, or part thereof, groups of items, or all items of the proposal and to waive minor irregularities and omissions if, in CSU's judgment, the best interests of CSU or the State of Connecticut will be served.
4. CSU reserves the right to correct inaccurate awards resulting from its administrative errors.
5. The Award Notice and Offer (to enter into a formal contract) shall be sent to the awarded proposer by first class certified mail, return receipt requested, to the address provided in the awarded proposal, or by overnight courier. The Notice and Offer shall constitute an offer by CSU to enter into negotiations to come to a formal contract agreement. If the proposer, within ten (10) business days of receipt of said Notice and Offer, declines to begin contract negotiations, then the offer to negotiate a contract may be withdrawn and an offer to negotiate a contract extended to the next lowest responsible qualified proposer, and so on until a contract is negotiated and executed.
6. Each proposal submitted shall constitute an offer by the proposer to furnish any or all of the commodities or services described therein at the prices given and in accordance with conditions set forth in the proposal, the RFP, and these "Standard Terms and Conditions." Acceptance and resulting contract formation shall be in a formal written document authorized by CSU's Purchasing Department and where applicable, approved by the Attorney General, and shall comprise the entire agreement between the proposer and CSU.

### **IV. TERMS AND CONDITIONS RELATED TO CONTRACT WITH SUCCESSFUL PROPOSER**

By submitting a response to the RFP, the proposer agrees that any contract negotiated between it (if the successful proposer), as contractor, and CSU may contain the following provisions, as deemed applicable by CSU:

#### **A. General Conditions**

1. Any product developed and accepted by CSU under a contract awarded as a result of an RFP shall be sole property of CSU, unless stated otherwise in the contract.
2. Data collected or obtained by the contractor in connection with the performance of the contract shall not be shared with any third party without the express written approval of CSU.
3. The contractor shall defend, indemnify and hold harmless CSU, its officers and employees, against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of the agreement, including those arising out of injury to or death of contractor's employees or subcontractors, whether arising before, during or after completion of the services thereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of contractor or its employees, agents or subcontractors. Without limiting the foregoing, the contractor shall defend, indemnify and hold CSU and the State of Connecticut harmless from liability of any kind for the use of any copyright or un-copyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract. This indemnification shall be in addition to the warranty obligations of the contractor and shall survive the termination or cancellation of the contract or any part thereof.
4. The contractor shall: (i) guarantee its products against defective materials and workmanship; (ii) repair damage of any kind, for which it is responsible, to CSU's premises or equipment, to its own work or to the work of other contractors; (iii) obtain and pay for all applicable licenses, permits, and notices; (iv) give all notices and comply with all requirements of the municipality in which the service is to be provided and of the State and federal governments; and (v)

- carry proper and sufficient insurance to protect the State from loss.
5. The contract shall be interpreted and governed by the laws of the State of Connecticut, without regard to its principles of conflicts of laws.
  6. The contractor agrees that it shall be subject to and abide by all applicable federal and state laws and regulations.
  7. The contractor agrees that it shall comply with Section 4a-60 of the Connecticut General Statutes and with Executive Orders Nos. 3, 16, 17 and 7C.
  8. The contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut, the Connecticut State University or the Board Of Trustees arising from a contract with CSU, shall be in accordance with the provisions of Chapter 53 of the Connecticut General Statutes (Claims Against the State) and that no additional legal proceedings will be initiated in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
  9. The contractor agrees that CSU shall have and retain sole and exclusive right and title in and to the forms, maps, and/or materials produced for CSU pursuant to the contract, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. The contractor further agrees that it shall not copyright, register, distribute, or claim any rights in or to said maps and/or materials or the work produced under the contract.
  10. The contractor or subcontractor, as applicable, shall offer and agree to assign to CSU all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15, or under Chapter 624 of the general statutes, arising from the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract; such assignment shall be made and become effective at the time the contract is executed by the parties, without further acknowledgment by them.
  11. The contractor shall not assign or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract, to any other person without the prior written consent of CSU.
  12. CSU reserves the right to inspect commodities for conformance with proposal specifications. When commodities are rejected by CSU, said commodities shall be removed by the contractor, at the contractor's expense, from the CSU premises within forty-eight (48) hours after notification of such rejection, unless public health and safety require immediate destruction or other disposal of such rejected delivery. Rejected items left longer than forty-eight (48) hours shall be considered abandoned by the contractor and CSU shall have the right to dispose of them as its own property.
  13. If any provision, term or condition of the contract is prohibited, invalid, or unenforceable then that provision, term or condition shall be ineffective to the extent of the prohibition, invalidity, or prohibition without invalidating the remaining provisions, terms and conditions unless it materially alters the nature or intent thereof.
  14. Should the terms of any purchase order or invoice issued in connection with the contract conflict with the terms of the contract, the terms of the contract shall prevail.
  15. Failure of the contractor to deliver commodities or perform services as specified in the contract will constitute authority for CSU to purchase these commodities or services on the open market. The contractor shall promptly reimburse CSU for excess costs incurred by CSU due to these purchases, and these purchases shall be deducted by CSU from the quantities contracted for.
  16. No right or duty, in whole or in part, of the contractor under the contract may be assigned or delegated without the prior written consent of CSU. The subcontracting or assignment of any of contractor's obligations under the contract to a subcontractor shall require the prior written approval of CSU.

17. Upon termination of the contract by CSU, the contractor shall both immediately discontinue all services (unless the notice directs otherwise) and deliver to CSU all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing its duties under the contract, whether completed or in progress. All such documents, information, and materials shall become the property of CSU.
18. The State of Connecticut shall assume no liability for payment for services under the terms of the contract until the contractor is notified that the contract has been accepted by CSU and, if applicable, approved by the Office of Policy and Management ("OPM") or the Department of Administrative Services ("DAS") and by the Attorney General of the State of Connecticut.

#### **B. Insurance**

Not applicable to this RFP

#### **C. Bonds**

Not applicable to this RFP

#### **D. Delivery**

1. Unless otherwise specified in the proposal, all products and equipment delivered pursuant to the contract shall be new and shall include any and all manufacturer's warranties.
2. Delivery shall be to the point specified in the contract.
3. All deliveries shall display, in plain sight, any related Purchase Order or Reference/Delivery Number. Failure to display said number may cause the shipment to be rejected and returned at the contractor's expense.
4. All deliveries shall be in compliance with Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.
5. Deliveries shall be subject to reweighing on official sealed scales designated by the State and payment shall be made on the basis of net weight of materials received.
6. Payment terms are net forty-five (45) days after receipt of goods or invoice, whichever is later. State of Connecticut certified small or minority contractors are payable under terms net thirty (30) days.
7. Monies owed to CSU or the Department of Revenue Services (DRS) by the contractor shall be deducted from current obligations.

#### **E. Inspection and Tests**

1. The inspection of all commodities and the making of chemical and physical tests of samples of deliveries to determine whether or not the contract specifications are being complied with shall be made in the manner prescribed by CSU.
2. Any item that fails in any way to meet the terms or specifications set forth in the contract is subject to be paid for at an adjusted price or rejected, in the discretion of CSU.
3. After delivery and installation of any equipment provided pursuant to the contract, the contractor shall certify to CSU that the equipment has been properly installed and is ready for use. Thereafter, for a test period of sixty (60) days, CSU shall operate the system in accordance with its normal operating practices. The acceptance test shall determine if the equipment's operating characteristics meet the performance standards set forth in the contract.

#### **F. Advertising**

Reference by the contractor to sales to CSU for advertising and promotional purposes without the prior approval of CSU shall be expressly prohibited.

**Central Connecticut State University is an equal opportunity employer.**

## Appendix VII

### TERMS/CONDITIONS

#### EXECUTIVE ORDERS

Executive Order. The Contract is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17th, 2006, concerning procurement of cleaning products and services, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor.

#### CAMPAIGN CONTRIBUTION RESTRICTIONS

On February 8, 2007, Governor Rell signed into law Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or a series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11.

NON-DISCRIMINATION: References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-60a and 46a-60b and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-60a and 46a-60b; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9a; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(f) The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

(b) The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(c) For the purpose of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purpose of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

#### INSURANCE/INDEMNIFICATION

The Contractor agrees that while performing services specified in this agreement he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut for any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of services. Contractor hereby indemnifies and shall defend and hold harmless the State, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, monetary loss, interest, attorneys fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement, including those arising out of injury to or death of Contractor employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of the Contractor or its employees, agents or subcontractors.

#### STATE LIABILITY

The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

#### GOVERNING LAW

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws, and any question arising under this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.

#### CLAIMS AGAINST THE STATE

The contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

#### ENTIRE AGREEMENT

This written Agreement shall constitute the entire agreement of the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the State Agency. This Agreement may not be changed other than by a formal written amendment signed by the parties hereto.

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**Appendix VIII PROGRAMMING PRICING:**

The programming pricing is to be fixed for the duration of the contract.

The supplier will provide the cost for each channel to be carried, and indicate if it is part of a bundle.

The University will use this information to determine if there are price increases, or decreases related to programming changes chosen by the University.

See next page for more pricing options.

Use the lettering sequence in each category and use separate pages for each lettered response.

**Television Programming Service**

**(A) Mandatory Programming Services as outlined in section 2.4 tables 1 and 1a**

	Upfront Purchase		Annual Cost
Materials & Installation	\$_____	or	\$_____
Programming Services:			\$_____/drop
Maintenance:			\$_____
On-Line Channel Guide:			\$_____
Discount for annual pre-payment:		_____%	

**Company Name** \_\_\_\_\_

**Authorized Signature** \_\_\_\_\_

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**Use the following lettering sequence for each of the following categories and options.  
Use separate pages for each lettered response.**

**(B) Provide detailed optional programming pricing as outlined in Section 2.4, Table 2**

Please provide pricing for each optional program listed in Section 2.4 Table 2. This should be provided on a per-channel basis. If company needs to offer or deliver some of these channels as package(s), that information must be made clear in the proposal.

**(C) Optional High Definition Off-Air and Satellite Channels:**

Please list all available satellite channels in high definition format NOT listed in Table 1a Mandatory High Definition Programming Services, and the annual cost to receive each of them

**(D) Optional Lineup Guide Channel:**

Please provide pricing for and describe any available Lineup Guide channel.

**(E) Optional IPTV:**

Please describe the costs involved with converting at least ten (10) channels to h.264 format for IPTV delivery over the university's existing IP Network to an open source or various third party desktop clients.

**(F) Optional Emergency Notification Services:**

Please describe the costs associated with Comb Generated Emergency Notification services available over the television channels.

**(G) Optional foreign language services for campus wide delivery:**

Please describe and indicate the costs to deliver selected foreign language channels for campus wide delivery.

**(H) Optional terrestrial channel placement delivered to Vendor's franchise footprint outside of the actual University:**

Please describe and indicate the costs to deliver a selected campus channel externally via the Vendor's franchise area outside of the University.

**(I) Premium Services**

CCSU would be interested in offering its students options to directly contract with the service provider for premium services (pay per view, etc). Respond as to whether this option is available and explain in detail what may be offered and how the program would work for the students and any effect it would have on CCSU

